

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA, SOUTHERN DIVISION

ASD SPECIALTY HEALTHCARE, INC., d/b/a
ONCOLOGY SUPPLY COMPANY
2801 Horace Shepard Drive,
Dothan, Alabama 36303,

Plaintiff,

v.

ONCOLOGY HEMATOLOGY CENTERS OF
ATLANTA, P.C.
465 Winn Way, Suite 231
Decatur, GA 30030,

and

LLOYD G. GEDDES
1325 Scott Boulevard
Decatur, GA 30030,

Defendants.

CIVIL ACTION NO.:
1:05-cv-591-MEF-SRW

AFFIDAVIT OF KELLY LEWIS

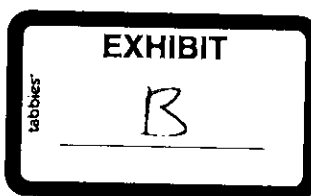
STATE OF Alabama)

COUNTY OF Houston)

KELLY LEWIS, being duly sworn, deposes and states as follows:

1. My name is Kelly Lewis. I am over the age of twenty-one (21) years and reside in **Houston County, Alabama**. I serve as **Credit Manager** of ASD Specialty Healthcare, Inc. d/b/a Oncology Supply Company ("ASD"), the plaintiff in the above-styled action. I make this Affidavit in support of ASD's Motion for Default Judgment.

2. I am one of the persons who has custody and control of ASD's business records concerning transactions between ASD and Oncology Hematology Centers of Atlanta, P.C.



("OHCA"), one of the defendants in the above-styled action. Each of these records were made at or near the time of the event recorded by a person with knowledge of the event and charged with the responsibility for recording such events. These records are kept in the ordinary course of ASD's regularly conducted business activity, which is ASD's customary practice. I have reviewed ASD's file on this matter, which leads me to the summary which is set forth below. All facts set forth herein are either (a) facts of which I have personal knowledge or (b) an accurate summary of ASD's business records as set forth above.

3. At various times and at OHCA's request, OSC sold and delivered to OHCA pharmaceutical and other products (the "Goods").

4. Despite demand, OHCA failed to make payment to OSC for the Goods.

5. As of May 26, 2005, the total outstanding obligation due to ASD from OHCA exceeded **\$155,028.90**. Accordingly, ASD filed the instant action against OHCA seeking **\$155,028.90**, plus interest at the contractual rate of eighteen per cent (18%) per annum on each outstanding invoice, attorney fees, and costs.

6. Subsequently, by virtue of certain payments remitted by Defendant Lloyd G. Geddes, Jr., the principal amount owed has been reduced to **\$101,676.57**.

7. As of October 28, 2005, the balance due, including interest, is \$117,725.41.

Further the deponent saith not.

Sworn to and subscribed
before me on this the 31
day of October, 2005.


Kelly Lewis, Affiant


NOTARY PUBLIC

My Commission Expires:

**My Commision Expires
October 28, 2008**